

# **EXHIBIT 121**

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK

4 -----x

5 EIG ENERGY FUND XIV, L.P.,  
6 EIG ENERGY FUND XIV-A, L.P.,  
7 et al.

8 Plaintiffs,

9 vs.

10 KEPPEL OFFSHORE & MARINE LTD.,  
11 Defendant.

12 18 Civ. 1047 (PGG)

13 -----x

14 C O N F I D E N T I A L

15  
16 VIDEOTAPED DEPOSITION OF JEFFREY CHOW

17 Thursday, June 24, 2021

18 Conducted Remotely

19  
20  
21  
22  
23 REPORTED BY:

24 Christina Diaz, CRC, CRR, RMR, CSR, CLR

25 Job Number: 4626891

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2 Marine Limited.

3 Q. When did that corporate  
4 transaction occur?

5 A. I am not really sure.

6 Q. So how long were you at the  
7 company that became Keppel Offshore &  
8 Marine Company?

9 A. Ever since 1990. Up until 2017.

10 Q. And if you could just tell us the  
11 different positions you had at Keppel  
12 Offshore Marine from 1990 through 2017.

13 A. I started out as an admin manager  
14 in a new engineering group that was started  
15 when I started. I had that title for quite  
16 a few years. I am not sure when, but they  
17 then designated me as the legal manager. I  
18 was legal manager for quite some time.  
19 Then I became a general manager of legal up  
20 until, I think, 2016. Then I became the  
21 director of legal until I resigned in 2017.

22 Q. Was there a time period in which  
23 you were the most senior in-house legal  
24 officer at Keppel Offshore Marine?

25 A. I was always the senior legal

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2 from the time I started. There was no  
3 in-house legal at Far East-Levingston.

4 Q. So did you then, when Far  
5 East-Levingston merged into and became  
6 Keppel Offshore Marine, and in 2017 you are  
7 testifying that you were always the most  
8 senior legal manager at that company?

9 A. Well, technically when I started  
10 I wasn't their legal person. Legal was  
11 centralized at Keppel Corporation. It was  
12 just after quite a few years then I was  
13 designated as legal manager.

14 Q. All right. In 2010 say were you  
15 a legal manager at Keppel Offshore Marine?

16 A. I was the legal manager, general  
17 manager of legal.

18 Q. And you mentioned a company  
19 called Keppel Corp. Was Keppel Corp. the  
20 parent corporation for Keppel Offshore  
21 Marine?

22 A. Yes.

23 Q. Did Keppel Corp. own 100 percent  
24 of Keppel Offshore Marine?

25 A. I believe so.

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2 A. Correct.

3 Q. What about YY Chow, what was his  
4 position at that time period?

5 A. Again, the exact timing of when  
6 he held the positions, I can't be certain  
7 without looking at the chart. But he was  
8 president of the US operations, Keppel  
9 Offshore Marine USA. Then he was called  
10 back to Singapore to become COO of Keppel  
11 Offshore Marine Limited. And then at some  
12 point in time he succeeded Mr. Tong to  
13 become CEO.

14 Q. Could you just tell us generally  
15 what your duties and responsibilities were  
16 as a legal manager at Keppel Offshore  
17 Marine?

18 A. Generally responsible for the  
19 contracts, contracting, negotiation,  
20 drafting, dealing with legal problems,  
21 lawsuits for the 17 locations around the  
22 world.

23 Q. Mr. Chow, in 2017 did you plead  
24 guilty to a federal crime?

25 A. Yes.

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2 Q. To what crime did you plead  
3 guilty?

4 A. FCPA.

5 Q. What is the FCPA?

6 A. Foreign Corrupt Practice Act.

7 Q. What does that act prohibit?

8 A. Specifically -- I couldn't tell  
9 you offhand. It had to do with bribing of  
10 public officials.

11 Q. What were the acts that you  
12 committed that led you to plead guilty to  
13 violating the Foreign Corrupt Practices  
14 Act?

15 A. I should have known that there  
16 was something going on that was against  
17 what the act stood for or required and I  
18 didn't do anything about it. So I took  
19 responsibility for not doing anything  
20 further than being worried about it.

21 Q. When you say you should have  
22 known something was going on, what did you  
23 mean by "something was going on"?

24 A. That there was monies flowing  
25 from our company to an agent, to people in

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2 public offices, to people in -- that work  
3 for our clients. One in particular,  
4 Petrobras, their employees are considered  
5 public officers so they were owned by the  
6 government.

7 Q. When you say money was flowing  
8 from our company to agents -- to public  
9 agents, are you referring to bribes and  
10 kickbacks?

11 A. Yes.

12 Q. Are you familiar with a company  
13 called Sete Brasil?

14 A. Yes.

15 Q. Did some of the acts that you  
16 committed that led you to plead guilty to  
17 violating the Foreign Corrupt Practices Act  
18 relate to Sete Brasil?

19 A. Yes.

20 Q. What acts that you committed  
21 related to Sete Brasil?

22 A. Same as the others. I didn't do  
23 anything to question it further or stop it  
24 and assisted to create -- or drafting  
25 agency agreements that were part of it.

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2 is your plea to the charge contained in  
3 information 17-cr-466, guilty or not  
4 guilty?"

5 And you answered, "Guilty, Your  
6 Honor."

7 Do you see that?

8 A. Yes.

9 Q. And then if you look down on line  
10 19, the court said, "I read the charge to  
11 you a few minutes ago. I want you to tell  
12 me in your own words what exactly you did  
13 in connection with the conspiracy that's  
14 charged in the information."

15 Do you see that?

16 A. Yes.

17 Q. And then starting at lines 23 on  
18 page 26 and going over to page 28, line 2,  
19 you made a statement that day.

20 Do you see that?

21 A. Yes.

22 Q. And could you read into the  
23 record your statement starting at page 26,  
24 line 23, and going over to page 28, line 2.

25 A. "I worked in the legal department



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2 at Keppel Offshore Marine for over 25  
3 years, and among my duties and  
4 responsibilities were to draft and prepare  
5 contracts with the company's agents and one  
6 of those was an agent in Brazil.

7 "By no later than 2008, I  
8 realized that Keppel was overpaying the  
9 agent, sometimes by millions of dollars, so  
10 that the agent could pay bribes to  
11 individuals who could help Keppel Offshore  
12 Marine doing business with Petrobras.

13 "Petrobras was a Brazilian  
14 state-owned and controlled oil company.  
15 Although no one ever named the bribe  
16 recipients to me, I knew that they were  
17 government officials and ruling political  
18 party.

19 "I should have refused to draft  
20 the contract that were used for paying  
21 bribes and I should have resigned from  
22 Keppel. Instead I discussed the economic  
23 terms of the contract with my seniors at  
24 Keppel, and acting in agreement with my  
25 seniors and others at Keppel, I drafted the

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2 contract and made sure that they were  
3 executed.

4 "In at least one case it was in  
5 the US that I sent the executed copies of  
6 the contract from Houston, Texas to the  
7 agent to confirm that my seniors at Keppel  
8 had signed the contract.

9 "While I didn't negotiate the  
10 contracts or make the decisions to pay the  
11 bribes, I knew that the contracts existed  
12 to make payments legitimate and that they  
13 were an important part of the bribery  
14 scheme.

15 "I am deeply sorry for my  
16 conduct."

17 Q. That statement was true at the  
18 time you made it, right, sir?

19 A. Yes.

20 Q. Now I would like to ask you a few  
21 questions about that statement.

22 On page -- the top of page 27,  
23 you refer to an agent in Brazil.

24 Was that Mr. Zwi Skornicki?

25 A. Yes, it is.

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2 right, sir?

3 A. Yes.

4 Q. And then it goes on to state in  
5 paragraph 12, "In order to win the TLWP  
6 project and the Sete Brasil project, among  
7 other projects for Petrobras, between 2000  
8 and 2016, Rig Construction Company," or  
9 Keppel Offshore Marine "paid bribes through  
10 Rig Construction Company Agent to  
11 government officials, including foreign  
12 official one and foreign official two and  
13 the political party."

14 Do you see that?

15 A. Yes.

16 Q. And those were true statements as  
17 well, right, sir?

18 A. Yes.

19 Q. Rig Construction Company Agent  
20 was Zwi Skornicki, right?

21 A. Correct.

22 Q. And paragraph 13, this states,  
23 "To facilitate the payment of those bribes  
24 and to conceal the true nature and purpose  
25 of the payments, in accordance with

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2 established practices at Rig Construction  
3 Company," or Keppel Offshore Marine, "the  
4 defendant Jeffrey Chow and other employees  
5 at Rig Construction Company created and  
6 executed false agreements on behalf of Rig  
7 Construction Company with consulting  
8 companies controlled, in whole or in part,  
9 by Rig Construction Company Agent."

10 And again the Rig Construction  
11 Company Agent is Zwi Skornicki, right, sir?

12 A. Yes.

13 Q. And those statements I just read  
14 in paragraph 13 were true, right?

15 A. Yes.

16 Q. And it goes on to state, "These  
17 agreements falsely represented that  
18 payments were made to Rig Construction  
19 Company Agent for his assistance and  
20 support in discussions and negotiations  
21 with prospective customers when in fact  
22 portions of those payments were being paid  
23 as bribes. Certain of these agreements  
24 also falsely represented that Rig  
25 Construction Company Agent was abiding by

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2 antibribery laws and was not making  
3 improper payments."

4 Those statements were also true,  
5 right, sir?

6 A. Yes.

7 Q. And it goes on to say,  
8 "Executives at Rig Construction Company,"  
9 or Keppel Offshore Marine, "directed the  
10 defendant Jeffrey Chow and other employees  
11 at Rig Construction Company to execute  
12 those agreements and then authorize  
13 payments to Rig Construction Company Agent  
14 pursuant to those agreements knowing that a  
15 portion of those payments would be used to  
16 pay bribes to officials at Petrobras and to  
17 the political party."

18 Those were all true, right, sir?

19 A. Yes.

20 Q. And the political party referred  
21 to the Workers Party of Brazil, right, sir?

22 A. Correct.

23 Q. And it goes on in paragraph 15 to  
24 state, "Payments from Rig Construction  
25 Company to the consulting companies

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2 Q. I would like you to look at page  
3 19 if you would.

4 A. Yes.

5 Q. And this document is executed by  
6 someone named Nicholas Choo Kwan Hui. I am  
7 not sure if I'm pronouncing that correctly  
8 from Keppel Offshore Marine on December 22,  
9 2017.

10 Do you know what his position was  
11 at Keppel Offshore Marine?

12 A. Specifically at that time, I am  
13 not certain but he should be assistant  
14 general manager of legal.

15 Q. Did he report to you when you  
16 were at Keppel Offshore Marine?

17 A. He did and then he left for two,  
18 2 1/2 years and I asked him to come back.

19 Q. When did he come back?

20 A. I am not really sure of the  
21 specific time but definitely before this  
22 document.

23 Q. All right. Do you see that --  
24 look at page A-1 of this document at the  
25 top it says Attachment A, Statement of

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2 Q. Okay. Then it goes on. It  
3 states, number six, "Brief discussion on  
4 the EPC changes/clarifications with the  
5 understanding that Luciana and Jeff will  
6 present to Sete's Isabela the written list  
7 of changes/clarifications that we are  
8 suggesting to the EPC draft, for review and  
9 decision (so as not to take everyone's time  
10 on legal language)."

11 Luciana was who?

12 A. She was a junior legal officer in  
13 Keppel sales Brazil.

14 Q. By whom was she employed?

15 A. Keppel sales Brazil.

16 Q. So at this time you were  
17 reviewing a draft EPC contract and you were  
18 going to give comments, sir?

19 A. Correct.

20 MR. GOLDMAN: All right. I am  
21 going to mark another exhibit.

22 (Plaintiffs' Exhibit 9, e-mail  
23 dated 6/25/11 bearing Production Nos.  
24 KEPPEL 429516 through 20, was marked  
25 for identification)

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2 BY MR. GOLDMAN:

3 Q. All right. I have introduced  
4 Plaintiff's Exhibit 9. Do you have it,  
5 sir?

6 A. Yes, I do.

7 Q. This is an e-mail with an  
8 attachment Bates stamped KEPPEL 429516  
9 through 20. It's a -- appears to be, on  
10 the first page an e-mail from you,  
11 Mr. Chow, dated August 25, 2011, subject  
12 "Sete Brasil: Comments to Draft EPC  
13 Contract for Semi-Submersibles," to a  
14 number of people at Sete and cc'ing folks  
15 at Keppel.

16 Do you see that?

17 A. Yes. I do.

18 Q. And you say, "Isabela, please  
19 find attached our comments to the draft EPC  
20 contract."

21 Do you see that?

22 A. Yes.

23 Q. And if you look at the page that  
24 starts with KEPPEL 429517, these were the  
25 comments that you sent Isabela at Sete,



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2 right?

3 A. I believe they are, yes.

4 Q. Would you have drafted this  
5 document? Was that your practice? When I  
6 say "this document," I mean the comments  
7 here starting at 429517.

8 A. As a matter of practice, it would  
9 be usually a team effort that people would  
10 provide me with the comments and I would  
11 consolidate it.

12 On this one, I couldn't really  
13 say for sure who consolidated it but that's  
14 my normal style of listing out number by  
15 number what -- either changes or  
16 clarifications we were seeking.

17 Q. You would have approved these  
18 comments before you sent them out though,  
19 right, sir?

20 A. Yes.

21 Q. And if you look at number three  
22 on the comments, definitions, it states,  
23 "Applicable law should be noted as in the  
24 applicable codes and standards to be those  
25 having force of law effective on the

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2 proposal submission date for consistency."

3 What did you mean by that?

4 A. I don't really remember.

5 (Plaintiffs' Exhibit 10, e-mail  
6 string beginning with e-mail dated  
7 6/9/11 bearing Production Nos. KEPPEL  
8 546493, was marked for identification)

9 BY MR. GOLDMAN:

10 Q. I have marked as Exhibit 10 an  
11 e-mail.

12 Do you have that yet, sir?

13 A. Not yet. Okay.

14 Q. All right. So this is a single  
15 page with the Bates stamp KEPPEL 546493 and  
16 it has a number -- a couple e-mails. The  
17 top one is from you to Mr. Tan cc'ing  
18 Mr. Choo dated July 2011, subject, "Sete  
19 Brasil: Cash flow expanded per unit."

20 Do you see that?

21 A. Yes.

22 Q. And you wrote, "Heard that  
23 Barusco was headed for Italy tomorrow with  
24 Duque."

25 Do you see that?

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2 First of all, who was CHT?

3 A. CH Tong.

4 Q. At this point, was he the  
5 president of Keppel Offshore Marine or was  
6 YY the president of Keppel Offshore Marine?

7 A. At that particular time, I  
8 couldn't be certain but in the hierarchy he  
9 was YY's boss and YY was my boss, so...

10 Q. You said, "Put this in plain  
11 paper." What did you mean any that?

12 A. I am just going from what I wrote  
13 because I don't remember that it's hard to  
14 get these people, especially if I am not in  
15 the office, and if I am overseas and the  
16 timing is different as to when I am working  
17 and when they are at the office, I am not  
18 about to call them late night. So it's,  
19 again, get a message to them and make sure  
20 they get the message. For this specific  
21 one, I really don't remember.

22 Q. Then you wrote, "Then delete  
23 e-mail."

24 Why were you instructing your  
25 assistant to delete the e-mail?

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2 A. I really don't remember. It just  
3 seemed sensitive.

4 Q. Well, I mean, isn't it true, sir,  
5 that you were trying to conceal the fact  
6 that this commission agreement was going to  
7 be or needed to be executed so you told her  
8 to put it on a piece of paper and then  
9 delete this particular e-mail, right, sir?

10 A. That's what it reads, yes.

11 Q. And what you told her to put on  
12 plain paper and pass to Mr. Tong and YY was  
13 the following: "Further to our t/c, made  
14 the suggestion to have one of us go to  
15 explain the situation. However the problem  
16 is that we will not be brought to all  
17 involved to explain."

18 Do you see that?

19 A. Yes.

20 Q. "T/C," does that refer to a  
21 telephone call?

22 A. T/C is my way of putting  
23 telephone call, if it's a telephone call,  
24 yes.

25 Q. This was a telephone call with

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2 Choo and you cc Miss Marsuki, "Can you  
3 prepare agency agreement for Zwi on the  
4 Sete project? Follow earlier formats or  
5 check with Nora on the format for the one  
6 he did with ENSCO. I got copies from him  
7 and passed them to file," and then you  
8 wrote 2 percent.

9 First of all who is Mr. Choo?

10 A. He is one of my juniors.

11 Q. Had you discussed with him or  
12 Mr. Chong or anybody else who was working  
13 with you about your conclusions that Keppel  
14 Offshore Marine was paying bribes and  
15 kickbacks relating to Brazilian projects?

16 A. No.

17 Q. And the 2 percent that you refer  
18 to there, that was the commission rate that  
19 was going to be paid to Mr. Skornicki?

20 A. Correct.

21 Q. Mr. Choo writes back to you,  
22 December 1, 2011, "Jeff, working on the  
23 Marketing Consulting and Services Agreement  
24 for Zwi (Eagle). Is this to be signed by  
25 Keppel FELS Brasil or Sete? 2 percent

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2 based on receipt by Keppel FELS Brasil?"

3 And then you respond on December 15th in  
4 the e-mail above that to Mr. Choo cc'ing  
5 Miss Marsuki, "Fernvale."

6 What is Fernvale?

7 A. If I remember properly, it was  
8 the special purpose company that was going  
9 to execute on one or more of the Sete  
10 projects.

11 Q. And that was a special purpose  
12 company that was formed and owned by Keppel  
13 Offshore Marine?

14 A. Yes.

15 Q. And then Mr. Choo writes, "Dear  
16 Jeff. Please find attached draft for  
17 Eagle. Kindly note the highlighted  
18 clauses. Not sure if you want them in or  
19 amended."

20 Do you see that?

21 A. Yes.

22 Q. And then if you turn back on this  
23 document to the Bates stamp KEPPEL 435122.

24 Are you there?

25 A. Yes, I see it.

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2 Q. And it appears to be a draft of a  
3 marketing consulting and services agreement  
4 between Fernvale and Eagle do Brasil.

5 Do you see that?

6 A. Yes.

7 Q. And Eagle do Brasil was  
8 Mr. Skornicki's company, right?

9 A. Yes.

10 Q. Then if you look at page KEPPEL  
11 435132, section 9.0, Business Ethics, do  
12 you see that, sir?

13 A. Yes. I have it now.

14 Q. And this section -- and you can  
15 tell me if I am wrong, this draft provides  
16 that Mr. Skornicki is going to comply with  
17 anticorruption laws and not pay bribes and  
18 kickbacks to, among others, including  
19 Petrobras, right?

20 A. Correct.

21 Q. Why was this in this agreement?

22 A. We would update our format from  
23 time to time and inclusion of these  
24 provisions was recommended to me by some  
25 friends or business acquaintances. So we

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2 incorporated different things from time to  
3 time, and for this one, it's a clause that  
4 other companies have used and in particular  
5 Zwi had signed with another company having  
6 similar provisions.

7 Q. But you knew, sir, that he was  
8 not going to be able to comply with what  
9 was set forth in section 9.0, right?

10 A. Well, it was up to him to agree  
11 or not agree to it and up to him to comply  
12 or not comply.

13 Q. I got that, sir. But you knew  
14 that Mr. Skornicki was not going to be able  
15 to comply with anticorruption laws because  
16 he was going to be paying bribes to  
17 Petrobras, right?

18 A. I had come to the conclusion that  
19 he was.

20 Q. And wasn't the purpose of this  
21 section, one of the purposes was to conceal  
22 the fact that he would be paying bribes?

23 A. Not to conceal it, no. It was  
24 more for protection internally.

25 Q. Well, sir, I mean, one of the



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2 A. Correct.

3 Q. And according to paragraph 13,  
4 "To facilitate the payment of those bribes  
5 and conceal the true nature and purpose of  
6 the payments, in accordance with  
7 established practices and Rig Construction  
8 Company, the defendant, Jeffrey Chow, and  
9 other employees at Rig Construction Company  
10 created and executed false agreements on  
11 behalf of Rig Construction Company with  
12 consulting companies controlled in whole or  
13 in part by Rig Construction Company Agent."

14 Do you see that?

15 A. Yes.

16 Q. And that was true, right?

17 A. Yes. Yes.

18 Q. And you see the last sentence  
19 says, "Certain of these agreements also  
20 falsely represented that Rig Construction  
21 Company Agent was abiding by antibribery  
22 law and was not making improper payments."

23 Do you see that?

24 A. Yes.

25 Q. And that was also true, right,

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2 sir?

3 A. Yes.

4 MR. GOLDMAN: I am going to mark  
5 another exhibit.

6 (Plaintiffs' Exhibit 16, e-mail  
7 string beginning with e-mail dated  
8 12/17/11 bearing Production Nos. KEPPEL  
9 453940 through 41, was marked for  
10 identification)

11 BY MR. GOLDMAN:

12 Q. All right. I have marked  
13 Plaintiffs' Exhibit 16.

14 Do you see it, Mr. Chow?

15 A. Yes. Now I do.

16 Q. This is a multi-page document  
17 with -- I will tell you what the Bates  
18 stamp is -- multi-page document with the  
19 Bates stamp KEPPEL 453940 through 41.

20 And do you see that the bottom of  
21 the page there is an e-mail from Mr. Chong  
22 to a number of people and you are cc'd on  
23 that e-mail dated December 17, 2011?

24 A. Yes.

25 Q. It says, "Dear All, FYI the

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2 testing, completion and procurement of the  
3 DRU, together with all other services and  
4 supplies required under this agreement."

5 Do you see that?

6 A. Yes.

7 Q. And DRU stands for drilling rig  
8 unit?

9 A. I believe so.

10 Q. And it goes on to state,  
11 "Contractor shall perform and prosecute the  
12 Works (i) in accordance with the scope of  
13 work and terms and conditions of this  
14 agreement and (ii) in compliance with all  
15 consents and applicable laws, and (iii)  
16 consistent with good industry practices."

17 Do you see that?

18 A. Yes.

19 Q. And you thought as of this time,  
20 this is December of 2011, that Keppel  
21 Offshore Marine would be paying bribes  
22 through Mr. Skornicki for the Sete project,  
23 right, sir?

24 A. Yes.

25 Q. And if you look at the definition

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2 Do you see that?

3 A. Yes.

4 Q. Based on your many years of  
5 experience in the petroleum construction  
6 industry, do you think it's fair to say  
7 that good industry practices as defined  
8 here as the highest internationally  
9 accepted practices did not include paying  
10 prescribes and kickbacks in violation of  
11 United States Foreign Corrupt Practices  
12 Act?

13 A. That's fair to say, yes.

14 Q. And so if you go back to Article  
15 2, Section 2.1, Fernvale which was part of  
16 Keppel Offshore Marine was not going to be  
17 able to perform this contract consistent  
18 with good industry practices, right, sir?

19 A. I conclude that, yes.

20 Q. It was also not going to be able  
21 to perform the contract in compliance with  
22 applicable laws, right, sir?

23 MS. SKAISTIS: Objection.

24 A. Correct.

25 MR. GOLDMAN: I am going to

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2 am looking at the second one down. It's  
3 from you to Eagle@globo.com, "Subject:  
4 Deepsea Oil Company," dated April 20, 2012.

5 And it says, "Received, thank  
6 you. As you are the sole shareholder of  
7 this company, is Eagle owned by Eloise in  
8 any way, and is she a director (using her  
9 maiden name)? The reason I am asking is  
10 that it will look strange to have you as a  
11 rep for both contracts? I hope you  
12 understand what I am trying to achieve."

13 Do you see that?

14 A. Yes.

15 Q. What were you trying to achieve?

16 A. I really don't know.

17 Q. Why did you think it would be  
18 strange to have him as the rep for both  
19 contracts?

20 A. I really don't know because we  
21 have hired him as a rep in contracts where  
22 there were two entities anyway. So I have  
23 no idea where that was coming from at the  
24 time.

25 Q. Eloise, is that the name of Zwi

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2 Skornicki's wife?

3 A. His second wife, yes.

4 (Plaintiffs' Exhibit 23, e-mail  
5 string beginning with e-mail dated  
6 5/8/12 bearing Production Nos. KEPPEL  
7 546088 through 546110, was marked for  
8 identification)

9 BY MR. GOLDMAN:

10 Q. I marked Plaintiffs' Exhibit 23.

11 A. I have it.

12 Q. This is dated August 5, 2012.

13 It's from you to Mr. Chong, the subject,  
14 "For Deepsea Oil Corp." with an attachment  
15 and you wrote, "The rep contract between  
16 Fernvale and Deepsea Oil will be for 1.5  
17 percent."

18 First of all, Deepsea Oil  
19 was a company owned by Mr. Skornicki,  
20 right?

21 MR. MEISTER: You said August  
22 5th.

23 MR. GOLDMAN: I am sorry. You  
24 know what, let me rephrase the  
25 question. You are correct.

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2 Q. Why were you trying to get  
3 Mr. Aziz to sign the commission agreements  
4 with Mr. Skornicki?

5 MR. MEISTER: The last part of  
6 your question was garbled. Can you  
7 repeat it.

8 BY MR. GOLDMAN:

9 Q. Why were you trying to get  
10 Mr. Aziz to sign the commission agreements  
11 with Mr. Skornicki?

12 A. I would have to check the  
13 records, but the normal procedure is the  
14 director of the company would be signing so  
15 you don't need to do the power of attorney  
16 and I believe Aziz was a director of  
17 Fernvale at the time.

18 Q. Okay. Do you recall that  
19 Mr. Aziz did not sign the commission  
20 agreements with Mr. Skornicki?

21 A. I recall that ultimately I signed  
22 the agreement.

23 Q. Do you know why Mr. Aziz did not  
24 sign them?

25 A. Specifically, no.

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2 this agreement, right, sir?

3 A. I need to get to page 6, sorry.

4 That's my signature, yes.

5 Q. Sir, you signed as  
6 attorney-in-fact for Fernvale there, right?

7 A. Correct.

8 Q. And in this agreement, if you  
9 look at paragraph 3 on page 2, there was  
10 going to be a commission of .5 percent of  
11 the contract price paid to contractor under  
12 the EPC contract.

13 Do you see that?

14 A. Yes.

15 Q. And the way it would work is that  
16 when Keppel Offshore Marine got paid on its  
17 EPC contract, then it would make payments  
18 back to Mr. Skornicki for his commission,  
19 is that correct?

20 A. Normally it would be, but I would  
21 have to look at the details. I am sorry.

22 Q. If you look at page 4, paragraph  
23 8, there is a heading that says,  
24 "Antibribery and Corruption"?

25 A. Yes.



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2 sir?

3 MR. MEISTER: Can you restate  
4 that.

5 There were a couple of questions  
6 in there. You used the word "falsely."  
7 I don't know if you meant to have  
8 falsely cover all of that.

9 MR. GOLDMAN: I am just reading  
10 what you plead guilty to here, sir.  
11 Let's look at it.

12 BY MR. GOLDMAN:

13 Q. Paragraph 13, "These agreements  
14 falsely represented that payments were  
15 being made to Rig Construction Company  
16 Agent for his assistance and support in  
17 discussions and negotiations with  
18 prospective customers when, in fact,  
19 portions of these payments were being paid  
20 as bribes."

21 Those were true statements,  
22 right, sir?

23 A. It's true that part of those seem  
24 to have been used to pay bribes as it's  
25 there.

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2 Q. You knew that this agency  
3 agreement, which is part of Exhibit 25  
4 between Fernvale and Eagle do Brasil, had  
5 embedded in it commissions, some of which  
6 were going to be used by Skornicki to pay  
7 bribes and kickbacks, right, sir?

8 A. I felt that there was so much  
9 money there and the experience in Brazil in  
10 all likelihood money would flow from those  
11 payments to other people other than  
12 Mr. Skornicki.

13 Q. What I am just trying to get to  
14 is that on paragraph 13 of the information,  
15 you plead guilty to a sentence here that  
16 said these agreements falsely represented  
17 payments were being paid to Rig  
18 Construction Company Agent for his  
19 assistance and support in discussion and  
20 negotiations with prospective customers  
21 when in fact a portion of those payments  
22 were being paid as bribes.

23 My simple question is the  
24 agreement between Fernvale and Eagle do  
25 Brasil which is part of Plaintiffs' Exhibit

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2 25 is one of the agreements to which was  
3 referred in that sentence, right, sir?

4 MR. MEISTER: So, Dan, he didn't  
5 plead guilty to a sentence in a  
6 paragraph, so if you could restate  
7 that. That's just not an accurate  
8 statement.

9 MR. GOLDMAN: I am not going to  
10 restate it.

11 BY MR. GOLDMAN:

12 Q. Answer the question, please.

13 A. The agreements that you referred  
14 to in Exhibit 25 are what is referred to as  
15 agreements in paragraph 13 of Exhibit 2.

16 Is that what you are looking for?  
17 That's what it is.

18 MR. GOLDMAN: Thank you, sir.

19 MR. MEISTER: Dan, it's 2:30. Do  
20 you want to take a little break?

21 MR. GOLDMAN: That's fine.

22 THE VIDEOGRAPHER: We are now  
23 going off the record. The time is  
24 2:30.

25 (Recess)

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2 paragraph 13 of Exhibit 1 which is the  
3 information to which you plead guilty,  
4 right, sir?

5 MS. SKAISTIS: I think you mean  
6 Exhibit 2.

7 MR. GOLDMAN: That's correct.  
8 Let me ask the question again. I will  
9 get it right the third time.

10 BY MR. GOLDMAN:

11 Q. This agreement, which is Exhibit  
12 26, between Deepsea Oil Company and  
13 Fernvale was also one of the agreements  
14 that is encompassed in Exhibit 2, paragraph  
15 13 which is the information to which you  
16 plead guilty, right, sir?

17 A. Yes, it is.

18 (Plaintiffs' Exhibit 27, e-mail  
19 string beginning with e-mail dated  
20 8/28/12 bearing Production Nos. KEPPEL  
21 553114, was marked for identification).

22 BY MR. GOLDMAN:

23 Q. I have marked Exhibit 27. Let me  
24 know when you get it.

25 A. I have it.

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2 page of this document, it's signed by  
3 somebody who is an authorized signatory for  
4 Fernvale.

5 Do you know whose signature that  
6 is?

7 A. It doesn't look familiar  
8 unfortunately.

9 Q. And Fernvale in this letter is  
10 defined as "the EPC contractor," right, if  
11 you look at the top?

12 A. Yes.

13 Q. And do you see it says there  
14 that, "The EPC contractor hereby represents  
15 and warrants as of the date of this letter,  
16 considering its obligations under the EPC  
17 contract to comply with all applicable laws  
18 that," and goes on to state that "neither  
19 in connection with the bidding procedure,"  
20 and it has a number, "relating to the  
21 project agreement, nor the construction,  
22 testing and insulation of the unit  
23 contemplated by the project agreement, has  
24 it, or any of their directors, officers,  
25 employees, or to the best of its knowledge

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2 after due inquiry, agents, and no other  
3 person acting on behalf of it, made or  
4 received any corrupt payments to obtain or  
5 retain business or improperly secure a  
6 business advantage, which would or might  
7 constitute bribery within the OECD  
8 Convention on Combatting Bribery of Foreign  
9 Public Officials in International Business  
10 Transactions, the Foreign Corrupt Practices  
11 Act, or the United Kingdom Bribery Act or  
12 any of their corresponding regulations."  
13 It goes on and says, "Including but not  
14 limited to any offer, gift, payment,  
15 promise to pay, commission, fee, loan,  
16 rebate, facilitation, payment, kickback or  
17 any other consideration or anything of  
18 value."

19 Those statements when made on  
20 January 16, 2015 by Fernvale were false,  
21 right, sir?

22 A. Yes. May I add to it?

23 MR. GOLDMAN: There is no  
24 question pending, sir.

25 (Plaintiffs' Exhibit 31, e-mail

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2 And then if you look at the page  
3 that has KEPPEL 641233, do you see that?

4 A. Yes.

5 Q. Did you draft that letter?

6 A. I don't believe I would have. I  
7 don't remember drafting it.

8 Q. Do you know who did?

9 A. I don't know specifically who  
10 did.

11 Q. Do you know generally who has  
12 responsibility for drafting these types of  
13 releases?

14 A. There is a department that's in  
15 the group called Group Corporate  
16 Communications. You will see it as GCC in  
17 some of the e-mails. They would be the  
18 ones that would be drafting and authorizing  
19 for distribution.

20 Q. It states, "It's come to our  
21 attention that there are a number of media  
22 reports floating about in Brazil which may  
23 have also been picked up on various  
24 international publications alleging Keppel  
25 FELS' involvement in a bribery scandal

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2 surrounding Petrobras. Please rest assured  
3 that Keppel FELS finds these allegations to  
4 be false and without merit."

5 Now that statement, "please rest  
6 assured that Keppel FELS finds these  
7 allegations to be false and without merit,"  
8 as of the date of this document, February  
9 9, 2015 was itself, false, right, sir?

10 A. I didn't have evidence to say  
11 that it wasn't, but I concluded through my  
12 experience dealing with Petrobras and  
13 Brazil that it was false.

14 Q. But knowing what you know today,  
15 you know that was false, right, sir?

16 A. Knowing what I know today?

17 Q. Correct.

18 A. Based on the information that has  
19 been put out there by Mr. Barusco and  
20 Mr. Skornicki, I take it to be false.

21 (Plaintiffs' Exhibit 33, Letter  
22 dated 2/9/15, one page, was marked for  
23 identification)

24 BY MR. GOLDMAN:

25 Q. I have marked Plaintiffs' Exhibit